

MEMORANDUM OF UNDERSTANDING
between
U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE
SHASTA – TRINITY NATIONAL FOREST
and
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD,
CENTRAL VALLEY REGION

This **MEMORANDUM OF UNDERSTANDING** is hereby entered into by and between the USDA Forest Service, hereinafter referred to as the Forest Service, and the California Regional Water Quality Control Board, Central Valley Region, hereinafter referred to as the Regional Board.

A. PURPOSE:

The purpose of this Memorandum of Understanding (MOU) is to coordinate the respective federal and state programs and authorities between the U.S. Department of Agriculture, Forest Service, Shasta-Trinity National Forest (Forest Service), and the California Regional Water Quality Control Board, Central Valley Region, (Regional Board) (the Parties), as it relates to Regional Board Resolution No. 5-01-211 passed by the Regional Board on September 6, 2001.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Regional Board adopted a Water Quality Control Plan; Fourth Edition, for the Sacramento River and the San Joaquin Basin (Basin Plan) that designates beneficial uses, establishes water quality objectives, and contains implementation plans and policies for protecting the waters of the Basin. The beneficial uses of Shasta Lake include: municipal and domestic supply; water contact and non-contact recreation; aesthetic enjoyment; and preservation and enhancement of fish, wildlife, and other aquatic resources. The Basin Plan prohibits the direct discharge of municipal and industrial wastes, including toilet wastes from houseboats, to Shasta Lake.

The Forest Service, as a Federal Land Management Agency, is charged with administering National Forest System lands and resources for multiple uses, including the Shasta Lake National Recreation Area. Pursuant to 36 C.F.R. 251.50, Subpart B, the Forest Service issues special use permits to persons or entities for use of National Forest System lands. The owners of houseboats and marinas on Shasta Lake have a special use permit issued by the Forest Service. The special use permits issued by the Forest Service require that the houseboats comply with all applicable Federal, State, and local laws and regulations. The houseboats on Shasta Lake have historically discharged shower, sink, dishwasher, and laundry water (gray water) into Shasta Lake. Shasta Lake is the only lake or reservoir in the Central Valley Region where the discharge of gray water from houseboats occurs.

Gray water is a high strength, high pathogen waste. The Porter-Cologne Water Quality Control Act (California Water Code Division 7) and the Basin Plan mandate that waste discharges that impair beneficial uses be eliminated in order to protect the waters of the State. The Regional Board has determined that the discharge of gray water to Shasta Lake from houseboats constitutes a discharge of pollutants from a point source as defined in the Clean Water Act. Persons who discharge waste are subject to the requirements of the California Water Code, including Section 13260. Section 13304 of the California Water Code requires any person who discharges or causes or permits wastes to be discharged shall upon order of the Regional Board clean up or abate the condition of pollution.

C. THE FOREST SERVICE SHALL:

1. Within 45 days of the effective date of this MOU, notify all special use permit holders of Shasta Lake houseboats that the Regional Board prohibits discharge of gray water while moored at marinas.
2. During monitoring of compliance, notify special use permit holders of the immediate and impending gray water disposal requirements.
3. Include in meetings with individual and commercial owners of houseboats moored or operated on Shasta Lake, information about the Regional Board's prohibition of the discharge of gray water and the Forest Service's related special use permit terms and conditions.
4. As resources allow, follow the administrative procedures provided for in 36 C.F.R. 251.50, Subpart B, for holders of permits who are known to violate the terms and conditions of their special use permit with respect to disposal of gray water. This may involve the revocation or suspension of special use permits.
5. Beginning September 6, 2006, provide written report to the Regional Board identifying those holders of special use permits who are known to violate the prohibition of the discharge of gray water.
6. To the extent allowed by law, policies, and regulations, assist marina operators in identifying the use of National Forest lands needed to facilitate implementation of the prohibition on discharge of gray water to Shasta Lake.

D. THE REGIONAL BOARD SHALL:

1. As resources allow, revise the individual Waste Discharge Requirement for all Shasta Lake marinas to prohibit the discharge of gray water while houseboats are moored at a marina and require additional gray water monitoring in the moorage areas.

2. As resources allow, develop an amendment to the Basin Plan that prohibits the discharge of sewage and gray water from all vessels to any lake or reservoir in the Region, including but not limited to houseboats moored and/or operated on Shasta Lake.
3. Provide a copy of this MOU to the California Regional Water Quality Control Board, North Coast Region, which has jurisdiction for Trinity Lake.
4. Provide notice to the Forest Service when the Regional Board is contacted by other agencies, businesses, or individuals regarding proposals for gray water disposal facilities.
5. Withhold enforcement action for the discharge of gray water from houseboats, except those moored at a marina, until September 6, 2006. At such time, the Regional Board will consider enforcement actions against persons that violate the gray water discharge prohibition. This agreement is not intended to restrict the Regional Board from enforcement actions necessary to protect the public health and safety from impacts from discharges from houseboats.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. Contact person(s) will be assigned to implement the MOU. All notices required under this MOU shall be sent to the respective contact person.
2. Contact person(s) will meet on a quarterly basis to identify their progress in achieving the goals outlined in this MOU. The first quarterly meeting of the designees shall be held within 60 days of the execution of this MOU.
3. Designated contact person(s) will submit annual progress reports to the Regional Board Executive Officer and Shasta-Trinity Forest Supervisor.
4. Regular opportunities will be made for the public and other agencies affected by this MOU to attend meetings held by the designated contact person(s).
5. In entering into this MOU, it is the intention of the Parties that this MOU shall not be construed to be an enforceable contract or agreement, but is rather, a statement of principles, and shall not be the basis for litigation between the parties.
6. This MOU may be amended with the mutual written approval of all signatories or their successors.
7. Freedom of Information Act (FOIA): Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

8. **Participation in Similar Activities:** This instrument in no way restricts the Forest Service or the Regional Board from participating in similar activities with other public or private agencies, organizations, and individuals.
9. **Commencement/Expiration/Termination:** This MOU takes effect upon the signature of the Forest Service and Regional Board and shall remain in effect for not more than five years from the date of execution. This MOU may be extended or amended upon written request of either the Forest Service or Regional Board and the subsequent written concurrence of the other. Either the Forest Service or Regional Board may terminate this MOU with a 60-day written notice to the other.
10. **Responsibilities of Parties:** The Forest Service and Regional Board and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
11. **The principal contacts for this instrument are:**

Forest Service Project Contact	Regional Board Project Contact
Kristy Cottini	Karen L. Clementsen
Phone: 530-275-1587	Phone: 530-224-4852
FAX: 530-275-1512	FAX: 530-224-4857
E-Mail: kcottini@fs.fed.us	E-Mail: clemenk@rb5r.swrcb.ca.gov

Forest Service Administrative Contact	Regional Board Administrative Contact
Sharon Heywood	Thomas R. Pinkos
Phone: 530-242-2200	Phone: 916-464-3291
FAX: 530-242-2320	FAX: 916-464-4600
E-Mail: sheywood@fs.fed.us	E-Mail: pinkost@rb5r.swrcb.ca.gov

12. **Non-Fund Obligating Document:** Nothing in this MOU shall obligate either the Forest Service or Regional Board to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Forest Service and Regional Board will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

13. Establishment of Responsibility: This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

THE PARTIES HERETO have executed this instrument

REGIONAL BOARD

USDA FOREST SERVICE

original signed by

original signed by

THOMAS R. PINKOS
Executive Officer

J. SHARON HEYWOOD
Forest Supervisor

27 January 2004
Date

21 January 2004
Date

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

RESOLUTION NO. 5-01-211
AUTHORIZING THE EXECUTIVE OFFICER TO
ENTER INTO A MEMORANDUM OF UNDERSTANDING
WITH
THE U. S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE
TO
ELIMINATE GRAYWATER DISCHARGES FROM HOUSEBOATS
TO SHASTA LAKE
SHASTA COUNTY

WHEREAS, the Central Valley Regional Water Quality Control Board (Regional Board) adopted a Water Quality Control Plan, Fourth Edition, for the Sacramento River Basin and the San Joaquin Basin (Basin Plan) which designates beneficial uses, establishes water quality objectives, and contains implementation plans and policies for protecting waters of the Basin, and

WHEREAS, the beneficial uses of Shasta Lake include municipal and domestic supply, water contact and non-contact recreation; aesthetic enjoyment; and preservation and enhancement of fish, wildlife, and other aquatic resources, and

WHEREAS, the Basin Plan prohibits the direct discharge of municipal and industrial wastes, and toilet wastes from houseboats, to Shasta Lake; and

WHEREAS, there are 1098 recreational occupancy vessels (houseboats) on Shasta Lake that are currently allowed to discharge shower, sink, dishwasher, and laundry water (graywater) directly into Shasta Lake; and

WHEREAS, Shasta Lake is the only lake or reservoir in the Central Valley Region where the discharge of graywater from houseboats is permitted, and

WHEREAS, studies conducted by the California Department of Health Services Drinking Water Field Operations Branch, Santa Ana District, and samples collected by Board Staff indicate that the concentration of pollutants, including pathogenic bacteria, in graywater is similar to toilet waste, and

WHEREAS, the U.S. Department of Agriculture, Forest Service, (Forest Service) is responsible for permitting the use of all houseboats on Shasta Lake and has historically permitted the discharge of graywater directly to the lake; and

WHEREAS, the continued discharge of graywater has caused and threatens to cause pollution, nuisance, and impairment of beneficial uses. Therefore, be it:

Authorizing the Executive Officer to enter into an
MOU with the U.S. Department of Agriculture, Forest Service

RESOLVED that the Regional Board authorizes the Executive Officer to enter into a Memorandum of Understanding with the Forest Service that: (1) requires the Forest Service to notify all Shasta Lake houseboat special use permit holders that discharging graywater while moored at marinas is prohibited, (2) establishes a time schedule, not to exceed 5 years, for the elimination of graywater discharges from all houseboats, (3) initiates, forthwith, environmental review and planning to provide additional discharge facilities on Forest Service land to accommodate the expected graywater volume, and (4) requires the Forest Service to revoke the Special Use Permit for houseboats that continue to discharge graywater beyond the date established in the approved time schedule.

I, GARY M. CARLTON, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of a Resolution adopted by the California Regional Water Quality Control Board, Central Valley Region, on 6 September 2001.

original signed by _____

GARY M. CARLTON
Executive Officer